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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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**CAROLYN FORREST,**

Plaintiff

Case No. 04-CV-5151(LTS)

-against-

**UNIFUND FINANCIAL GROUP, INC.;**  
et.al

**AFFIRMATION OF  
PLAINTIFF'S ATTORNEY  
IN OPPOSITION TO  
DEFENDANT'S MOTION  
FOR LEAVE TO  
REARGUE**

Defendants.

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Eric N. Aglow, Esq., an attorney duly admitted to practice law in  
this State, does affirm as follows, subject to the penalties of perjury:

1. I am attorney of record for the above captioned Plaintiff and  
make this affirmation in opposition to Defendant's Motion for  
Leave To Reargue the Amended Order by this Court dated May  
12, 2005.
2. First it should be noted that the accusations by Defendant's  
attorney as to the timing of our mailing the letter dated May  
11, 2005 to the Court is wholly disingenuous and irrelevant  
since the issue in the corrected Order was not the discrepancy

in Plaintiff's ability to replead "punitive damages" but rather whether Plaintiff could replead both the contract and fraud claim.

3. The rapidity with which the Court amended their Order clearly indicates that it was the intention of the Court to allow both causes of action to be replead and that the Court's sentence in page ten of the original decision was an inadvertent mistake.
4. The amended Order was the correction of a mistake- not a change in the Court's analysis of the law and Plaintiff's original Complaint.
5. As basically admitted by Defendant's attorney in said Motion, it is both premature and inappropriate.
6. The amended Complaint filed by Plaintiff is in accordance with the Court's ruling and opinion which allowed Plaintiff to replead the fraud claim.
7. Since a fraud claim, by its nature, allows one to plead punitive damages, the Court's Order correctly allowed Plaintiff to replead the request for punitive damages.
8. If the Defendant believes they have a basis for the dismissal of the fraud claim that has been replead in the amended Complaint and/or the punitive damages relief under fraud claim, the appropriate motion, if at all, would be another Motion to Dismiss.

9. It is respectfully request that the Court deny this request to reconsider and reargue the decision of this Court and to instead address all issues in response to Defendant's anticipated second Motion to Dismiss.

**WHEREFORE**, it is respectfully requested that this Motion for leave to reargue be denied in its entirety.

Dated: May 31, 2005

/s/ \_\_\_\_\_  
Eric N. Aglow, Esq. (EA-7223)

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CAROLYN FORREST,

PLAINTIFF(S)

CASE No. 04-CV-5151(LTS)

vs.

UNIFUND FINANCIAL GROUP, ET AL

Defendant(s)

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Civil Action

**PROOF OF MAILING**

1. I, the undersigned, am Eric N. Aglow, Esq., UAW-GM Legal Services Plan, attorney(s) for Plaintiff in the above-entitled action.
2. On May 31, 2005, I mailed in the U.S. Post Office in Woodbridge, New Jersey, a sealed envelope with postage prepaid thereon, by ordinary mail, containing the Affirmation in Opposition to Motion for Leave to Reargue, addressed to the attorney for the Defendants, Alfred Ferrer, Esq., Eaton and Van Winkle at 3 Park Ave., 16<sup>th</sup> Floor, New York City, New York 10016.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: May 25, 2005

/s/ \_\_\_\_\_  
Eric N. Aglow, Esq.